



280 GUY LOMBARDO AVENUE OWNERS CORP.
REQUIREMENTS FOR SUBLETTING A COOPERATIVE APARTMENT

Dear Shareholder / Applicant:

Enclosed is the application to be completed for the sublet of your apartment. This application and the documents requested should be returned to: **Shoshana Shafran, Excel Bradshaw Management Group, LLC, 501 Surf Ave., Brooklyn, NY 11224**. Shoshana can be reached at (718) 266-1110 or via e-mail at sshafran@ebmg.com.

Documents Required: One (1) Original Set and Three (3) Copies

1. Copy of Drivers License or Picture ID
2. Sublease Agreement – Blumberg Form P193 (enclosed)
3. Sublease Application (enclosed)
4. Financial Statement (enclosed) – please attach two (2) months' bank statements
5. Two (2) Years of Tax Returns, signed
6. Your last two (2) pay stubs
7. Letter from your employer stating position, salary and dates of employment
8. House Rules Acknowledgement (enclosed) – Also enclosed is a copy of the House Rules.

CHECKS TO BE ENCLOSED WITH APPLICATION

- \$250 Application Fee – This fee is non-refundable. Check payable to **Excel Bradshaw Management Group, LLC**. This will cover our administrative costs in verifying your information.
- \$75 **Per** applicant for a consumer credit report. Check payable to **Excel Bradshaw Management Group, LLC**. This fee is non-refundable.
- Sublet Fee - Sublet fee is equal to **5% of the yearly rent**, to be paid by the Shareholder. *Check will be returned if applicant is not approved for sublet.*

No application will be forwarded to the Board of Directors unless all of the items have been properly complied with, assembled into 4 complete packages (one original & 3 copies) and received by the Closing Department. All inquiries regarding a sublet package should be from the applicant. All other parties should contact you for any information regarding the status or processing your application.

After the review of your application the Board of Directors may elect to arrange a meeting with your prospective subtenant. After the meeting, you will be notified of the Board's decision. If approved, a sublet may then take place.

The Board of Directors for 280 Guy Lombardo Avenue Owners Corp. meets on a monthly basis. **Please allow thirty (30) days from the time your completed application is submitted before an interview can be scheduled.**

Sublet Applications will not be considered unless the Shareholder is current with monthly maintenance charges. If there are any arrears, the sublet application will not be processed.

Please be advised that only one (1) application will be reviewed and considered for each apartment at any one time.

SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:	19
Parties to this Sublease:	Overtenant: Address for notices: You, the Undertenant: Address for notices: If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.
Information from Over-Lease:	Landlord: Address for notices: Overtenant: Address for notices: Date of Over-Lease: 19
	Term: from: 19 to: 19 A copy of the Over-Lease is attached as an important part of the Sublease.
Term:	1. years: months: Beginning: 19 ending: 19
Premises rented:	2.
Use of premises:	3. The premises may be used for only.
Rent:	4. The yearly rent is \$. You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$. Payments shall be paid in advance on the first day of each month during the Term.
Security:	5. The security for the Undertenant's performance is \$. Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease.
Agreement to lease and pay rent:	6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.
Notices:	7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".
Subject to:	8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.
Overtenant's duties:	9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.
Consent:	10. If the Landlord's consent to the Sublease is required, this consent must be received within days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.
Adopting the Over-Lease and exceptions:	11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these: a) These numbered paragraphs of the Over-Lease shall not apply: b) These numbered paragraphs of the Over-Lease are changed as follows:

No authority: 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

Successors: 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

Changes: 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:
.....
.....

You, the UNDERTENANT:
.....
.....

Witness:

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty: 19

Guarantor and address:

Reason for Guaranty: 1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

Guaranty: 2. The following is my Guaranty:
I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

Changes in Sublease have no effect: In addition, I agree to these other terms:
3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver of notice: 4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or nonperformance.

Performance: 5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

Waiver of jury trial: 6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

Changes: 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

Signatures:

GUARANTOR:
.....
.....

WITNESS:

EPA and HUD Lead Paint Regulations, Effective September 6, 1996¹

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.² Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet

3141 Lead Paint Lease Disclosure Form

¹December 6, 1996 for owners of 1 to 4 residential dwellings.

²Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

Apartment Sublet Application

To: Excel Bradshaw Management Group, Managing Agent
280 Guy Lombardo Avenue, Freeport, NY 11520

Sublet to be effective from _____ ending _____
Name of Current Owner: _____
Apartment # _____ Phone: _____
Prospective Tenant: _____
Current Address: _____
Phone: _____

Excel Bradshaw Management Group and/or any party connected with its business organization shall in no event be liable with respect to any matter concerning this application or concerning any act of the proposed seller or the cooperative apartment corporation or their failure to act in connection with this application or in connection with any contract or proprietary lease contemplated herein.

INFORMATION REGARDING APPLICANT AND SPOUSE

(Please fill in all information requested.)

Name of Applicant: _____ Spouse Name: _____
Home Address: _____ Phone: _____
Business Connection and Position: Applicant Spouse
(Annual Income or Salary) \$ _____ \$ _____
Name of Business: _____
Nature of Business: _____
Business Address: _____ Phone: _____
Number of persons who would occupy apartment: _____
Family consists of _____
(If there are children, name number and their respective ages) _____

Name of persons who would reside in the apartment other than servants: _____
(Do not repeat above information) _____

Names of all residents in the building known by the applicant: _____

Names of friends whom applicant may have in common with other residents of the building: _____

Names of all clubs and society memberships, fraternities and honorary societies of applicant _____

Schools and colleges attended by husband, wife, children _____

Address of any residence owned or leased: _____

Information: (including size and age) regarding any pets to be maintained in the apartment: _____

Special remarks (Please any additional information which may b pertinent or helpful as an indication of the nature of the applicant's occupancy): _____

REFERENCES

Present Landlord: _____ Address _____

Address of present residence and approximate dates of occupancy: _____

FINANCIAL:

1. (Personal Bank) _____ Address _____

2. (Business Bank) _____ Address _____

ASSETS:	<u>Applicant</u>	<u>Spouse(if applicable)</u>
Cash in above banks:\$	_____	\$ _____
Marketable securities	_____	_____
Real Property	_____	_____
Mortgages, Notes	_____	_____
(Give Details)	_____	_____

ASSETS:	<u>Applicant</u>	<u>Spouse(if applicable)</u>
Automobiles	_____	_____
	_____	_____
	_____	_____
Household Furniture	_____	_____
	_____	_____
	_____	_____
Total	\$ _____	_____

Liabilities:	<u>Applicant</u>	<u>Spouse(if applicable)</u>
Mortgages	_____	_____
Debts	_____	_____
Other	_____	_____
Total	\$ _____	_____
Credit Cards	_____	_____

Charge Accounts: _____
(Only Majors) _____

The undersigned understands that the owning corporation will obtain credit reports to verify the foregoing information. The undersigned has paid to the corporation by check the sum of \$50.00 to defray the corporation's expense for such credit reports. Said payment is not refundable, regardless of whether consent is granted or denied, except to the extent that such expenses have not been incurred by the corporation.

PERSONAL REFERENCES other than as listed above:

1. _____ Address _____
2. _____ Address _____

SUBTENANTS' ATTORNEY

Name: _____
Address: _____
Telephone Number _____

The undersigned applicant is aware that the House Rules, which are incorporated into the Proprietary Lease for the subject apartment, presently prohibiting the harboring of any animals or birds in the said apartment, and the undersigned applicant does hereby certify that in the event the consent hereby applied for is granted, no animals or birds will be harbored in the said apartment.

Signature of Applicant

Soc Sec. # _____

Signature of Current Owner

Soc. Sec # _____



280 Guy Lombardo Avenue Owners Corp.

HOUSE RULES ACKNOWLEDGEMENT

Re: Apartment _____

I have received a copy and read the current House Rules for 280 GUY LOMBARDO AVENUE OWNERS CORP. and abide by them.

I also understand that I may not move into the building until:

- The Board of Directors has approved my application
- I/we have scheduled a move-in date with the Superintendent.

Signed: _____ Date: _____

Signed: _____ Date: _____

280 Guy Lombardo Avenue, Freeport, NY

HOUSE RULES

- (1) The public halls and stairways of the Building shall not be obstructed or used for any purposes other than ingress to and egress from the apartments in the Building.
- (2) Children shall not play in the public halls, courts and stairways.
- (3) No public hall shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.
- (4) No commercial sign, notice or advertisement may be placed on any public walls, including the lobby, mailroom, elevator, laundry rooms, stairwells, hallways or apartment doors.
- (5) No sign of any sort may be placed in any apartment or public windows (except Tot-Finder decals and the like).
- (6) No Lessee shall make or permit any disturbing noises in the Building, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of 11:00 o'clock p.m. and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the Building. No construction or repair work or other installation involving noise shall be conducted in any apartment, except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 p.m. and Saturdays between 9:00 a.m. and 5:00 p.m.
- (7) Only licensed and insured contractors may be used for any plumbing and electrical work in any apartment. Proof of license, liability insurance and workman's compensation must be provided in writing to the Board.
- (8) No article shall be placed in the halls or on the staircase landings nor shall anything be shaken from the doors, windows or roofs or placed upon the windowsills or ledges of the Building. Decorations may be hung on doors as long as it does not damage the door.
- (9) No awnings, window air-conditioning units or ventilators shall be used in or about the Building, except such as shall have been expressly approved by the Lessor or the Managing Agent nor shall anything be projected out of any window of the Building without similar approval.
- (10) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Lessor or Managing Agent
- (11) No velocipedes, mopeds, motorcycles, bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in public halls, passageways, parking lots or the courtyard of the Building.

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HOUSE RULES

- (12) Messengers and trades people shall use such means of ingress and egress, as shall be designated by the Lessor.
- (13) Kitchen supplies, market goods and packages of every kind are to be delivered directly to Apartment Units by such means as shall be designated by the Lessor.
- (14) Trunks and heavy baggage shall be taken in or out of the Building by such means of ingress and egress, as shall be designated by the Lessor.
- (15) a. Garbage and refuse shall be tied in plastic bags and placed down the chute located in the compactor room on each floor or placed in the dumpster provided by the Apartment Corporation. Refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the Managing Agent of the Building may direct. Do Not Place Garbage On The Compactor Room Floor.
- b. Newspapers can be put in the barrel on the ground floor. Do not put glass and oversized articles in the compactor chute. Those items should be placed in the dumpster.
- c. Under no circumstances should any flammable chemicals or pressurized containers be placed in the chute. This includes, but is not limited to, carpet sweepings containing naphthalene, camphor balls or flakes, empty or partially empty paint cans, matches and cigarettes.
- d. Large items such as furniture must be placed next to the dumpsters, as the carting company must be notified of the need for a special pick-up.
- (16) Water closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
- (17) No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.
- (18) No dog, cat, bird, reptile or any other animal shall be kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted in any of the public portions of the Building unless carried or on leash. No pigeons or other birds or animals shall be fed from the windowsills or in the yard, court spaces or other public portions of the Building or on the sidewalks or streets adjacent to the Building.
- (19) No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the Managing Agent.

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HOUSE RULES

- (20) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant, licensee or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the Building by another vehicle.
- (21) No group tour or exhibition of any apartment or its contents shall be conducted nor shall any auction sale be held in any apartment without the consent of the Lessor or its Managing Agent.
- (22) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the rights, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
- (23) Complaints regarding the service of the Building shall be made in writing or by phone call to the Managing Agent or the Lessor.
- (24) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate, the cost thereof shall be payable by the Lessee, as additional rent.
- (25) No Lessee shall be permitted on the roof for any reason whatsoever.
- (26) Eighty percent (80%) of the total square footage of each apartment, excluding kitchens and bathrooms, must be covered with carpeting and padding. The carpeting and padding must have a combined thickness of no less than one inch (1").
- (27) All automobiles in the parking lot must be registered, inspected and insured and can only be parked in their assigned numbered space. No Lessee or tenant shall have a commercial vehicle parked in the 280 Guy Lombardo parking lot. Visitors are only allowed to park in the 280 Guy Lombardo parking spaces with the permission of the Lessee. Unauthorized vehicles and illegally parked vehicles will be towed at the Lessee's expense. Any vehicle leaking fluids must be immediately repaired or removed.
- (28) Washing machines are prohibited in individual apartments.
- (29) All Lessees desiring to sublet their apartment must receive approval from the Board of Directors prior to tenant occupancy. A sublet application package must be completed and returned with all required documentation to the Board of Directors before an interview with a prospective tenant will be arranged. A shareholder cannot sublet an apartment without the permission of the Board.

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HOUSE RULES

- (30) All residents must provide all necessary keys to the resident-manager of the Building for the purpose of gaining access to each unit in the event of an emergency. Residents who do not provide keys are liable for any costs associated with entering the apartment in the event of an emergency.
- (31) Any Lessee, tenant or subtenant moving in or out of the Building is required to notify the Superintendent at least 48 hours prior to such move. No one may move in or out on Sundays.
- (32) New York State Law requires that each apartment be equipped with a working smoke detector.
- (33) There is no smoking in the common areas. This includes all hallways, stairways, elevator and lobby.
- (34) Individual homeowners or renters insurance policies are required.
- (35) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- (36) Any violations of the rules as determined by the Board will result in a warning letter from the Management Company to cure the condition within a reasonable time, as determined by the Board. If the violation is not cured, the Board can impose additional monetary fines and/or proceed legally. All legal expenses including reasonable attorney's fees, costs, expenses and disbursements incurred shall become due and payable immediately as additional rent and may be sued for in the case of an eviction proceeding.
- (37) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors or the Lessor.



280 Guy Lombardo Avenue Owners Inc.

Move-in / Move-out Policy

In order to facilitate a successful move-in/out, the following procedures are to be followed when moving furniture, furnishings, and/or personal property into or out of the buildings:

MOVE-IN / MOVE-OUT FEES AND DEPOSITS

The payment of the following is due at the time of closing (for unit purchases and sales) or at any time you submit the sublet application (for sublets). These fees apply to both moves IN and OUT of the buildings, and are payable by both the shareholder/seller who is moving out, and the prospective purchaser/sub lessee who is moving in:

By certified check, bank check, or money order, in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250), payable to 280 Guy Lombardo Owners Inc., as a **security deposit for a move-in or move-out, which shall be refunded after final inspection by the Superintendent / Managing Agent and assurance that no damage has occurred during the move.**

Please note that Shareholders who move out prior to a closing or a submission of a sublet application package must also submit to Excel Bradshaw Management Group the move-out fees and deposits required prior to scheduling a move-out date with the Superintendent. Your security deposit will not be returned unless you inform Excel Bradshaw of your forwarding address. The Superintendent will not schedule a moving date unless approval is received from the Managing Agent.

MOVE-IN/OUT SCHEDULING

Move in and out of the buildings **must occur between 9:00 a.m. and 5:00 p.m., Monday through Saturday, excluding holidays.** It is very important that you schedule a moving date with the Superintendent at least one week before the move. This will allow the Superintendent to take the proper precautions, including the hanging of elevator padding, to prevent possible damage to common areas of the building. Please take this into consideration when you make arrangements with moving companies. There will be no exceptions to this policy.

An inspection of the common areas of the premises, including elevators will be made within a reasonable time after you move. If any damage has occurred, the managing agent will notify you in writing. The cost of repairs will be deducted from your deposit amount and the balance, if any, will be refunded to you. If there is any damage that exceeds the amount of your deposit, you will be required to pay the additional amount within ten (10) days of receipt of notification by the Managing Agent. If there is no damage, the deposit will be refunded in full. Please note that the refund process will take 30-45 days, since confirmation of no damage must be received and refund checks drawn. Also, please be reminded that you must inform us of your new address if you are moving out of the building.



INSURANCE REQUIREMENTS

Please note that all moving companies who are hired to move you **in or out** of the buildings will be required to provide the Cooperative with the required Certificates of Insurance. This certificate will name 280 Guy Lombardo Owners Inc. and Excel Bradshaw Management Group, LLC as additionally insured on their policy. The Certificate of Insurance requirements can be found within this package.

Please sign below indicating that you have read and agree to abide by all of the above procedures.

Print Name _____ Signature _____

Date _____



RIDER A TO SUBLEASE OF COOPERATIVE UNIT

This rider dated _____ attached to and part of lease dated _____ between _____ as landlord and _____ as subtenant in Apt. # _____ at 280 Guy Lombardo Avenue Owners Corp. in Freeport, NY.

This agreement made part of lease dated _____ as follows;

In the event of bank foreclosure or if maintenance charges, etc. become delinquent on the unit _____ at 280 Guy Lombardo Avenue, Freeport, NY upon written notice from The Board of Directors or Managing Agent to subtenant, subtenant shall make all future monthly rental payments to The Board of Directors. Payments shall be payable in the following manner:

280 Guy Lombardo Avenue Owners Corp.
C/O Excel Bradshaw Management Group, LLC
393 Old Country Road, Suite 204
Carle Place, NY 11514

The payment of the monthly rent to the Board and the acceptance of the rent by the Board shall not constitute a landlord/tenant relationship between the parties.

Upon resolution of all delinquent charges subtenant shall resume paying landlord, upon notice by The Board of Directors or Managing Agent.

SHAREHOLDER:

TENANT:



RIDER B TO SUBLEASE OF COOPERATIVE UNIT

Shareholder understands that a Sublet Fee of **5% of the yearly rent** will be charged to the Shareholder and the entire fee will be included with this application, prior to consideration. In each subsequent year the entire fee will be paid at the beginning of each lease year.

*If the prospective tenant is not approved, fees will be returned to the Shareholder.

SHAREHOLDER:

SHAREHOLDER:



RIDER C TO SUBLEASE OF COOPERATIVE UNIT

Shareholder(s) and subtenant(s) understand and agree that if subtenant(s) is (are) required to vacate the premises due to a required common area repair or renovation that includes work inside of the apartment, said vacate must be timely agreed to and at no cost to the cooperative corporation.

SHAREHOLDER:

SUBTENANT:

SHAREHOLDER:

SUBTENANT: